

# **INDIVIDUAL SET-ASIDE (ISA) HANDBOOK**

***INFORMATION COMPILED AND ISSUED BY:***

**NAVAL MEDICAL LOGISTICS COMMAND  
ACQUISITION MANAGEMENT DEPARTMENT  
FORT DETRICK, MD 21702-5015**

The purpose of this handbook is to provide practical guidance for individuals who may be interested in submitting an application for an Individual Set-Aside position or for individuals who already have an Individual Set-Aside contract with the Government. This handbook is arranged in a question and answer format based on the questions most frequently asked by individuals seeking more information about this kind of contractual relationship. In addition, the handbook is arranged with pre-contract award issues at the beginning and post-contract award issues following. However, there is a good deal of overlap between the pre-award and post-award sections. Therefore, in order to obtain a comprehensive overview of the entire Individual Set-Aside process it is recommended that the handbook be reviewed in its entirety. As noted on the bottom of each page, if there are any inconsistencies between this handbook and the actual application package and/or contract, the terms and conditions of the application package and/or contract take precedence.

### **What is an ISA?**

An Individual Set-Aside is a Government contracting opportunity set aside solely for individuals. It is much more common for the Government to award contracts to companies. However, in limited circumstances (i.e. health care personal services) the Government can exclude companies from competing for a contract and limit the competition to individuals only. If an individual wins a contract with the Government through Individual Set-Aside procedures, the individual cannot later incorporate and still retain his or her contract with the Government.

### **Under an Individual Set-Aside (ISA) contract, who do I work for?**

As an ISA contractor, you would be working for yourself. You would be considered a self-employed, personal service contractor, not a civil service employee or military member. Although you are not a huge defense contractor that sells fighter aircraft or ships, you also sell a product - your services as a health care worker - to the Government for an agreed-upon price. As a Government contractor, some of the same rules and regulations that govern the big defense contractors also apply to you. These rules and regulations will be included in any resulting contract. The Contract Specialist (the person assigned by the Naval Medical Logistics Command to award a contract) will be available to explain in detail any terms that you do not understand.

### **What is a “Personal Services” contract?**

The Individual Set-Aside contracts that the Naval Medical Logistics Command awards are called “personal services contracts”. A personal services contract is one in which military or civil service personnel will supervise you. In addition, you will earn leave, get holidays off (paid), be given time off for jury duty, and numerous other things that you would expect to receive as an employee. Although this may give the appearance of an employee/employer relationship, you are NOT an employee of the Government and will be required to pay your own taxes as such. The most important facet of the employee/employer relationship is that it permits us to treat medical malpractice suits against personal services contractors as if they were against the U.S. Government. As a personal services contractor, you work for yourself.

### **How long is the contract for?**

Personal Services contracts may extend up to 5 years. If at the end of that 5 years, the services you provided are still required, those services will be re-competed (for more information, see section regarding Option Periods.)

### **What are my benefits?**

The benefits typically offered on contracts awarded to individuals include annual and sick leave (usually accrued at a rate of 4 hours of each (total of 8 hours) for every 80 hours worked), paid holidays (usually 10 federal holidays), and coverage from a malpractice standpoint (there would be no requirement for you to carry your own malpractice insurance policy since the Department of Justice would petition the court to substitute the United States as the defendant in your place in case of a malpractice suit). The contract also allows for various other types of leave which must be approved by the Commanding Officer (the head of the Medical/Dental Treatment Facility):

maternity leave (this is leave without pay and the duration will be agreed upon by the health care worker and the Commanding Officer)

military leave for reservists (compensated, up to 15 days per year)

time off for jury duty (compensated leave)

administrative leave (compensated leave for unusual and compelling circumstances such as weather emergencies)

In case of a Government furlough only critical employees who work during the furlough period will be compensated.

Leave without pay or advanced leave is also available in unusual and compelling circumstances (must be approved by the Commanding Officer) after all other leave has been exhausted.

The contract does not offer any type of medical/dental benefits, life insurance, workman's compensation, retirement plan, or unemployment coverage (you will not be eligible for unemployment benefits because you quit or were terminated from this contract). Any leave not taken at the end of a performance period (usually the end of an option period unless the contract is terminated in which case the termination date is the end of the performance period) is forfeited.

### **How much can I get paid?**

You must propose a contract price. We cannot tell you what price to propose because you will be in competition with other applicants based on your technical qualifications and price. Here are some guidelines, however. Your price should be high enough to sustain you but not so high as to seem out of line when compared to the salaries of other health care workers with the same experience and qualifications in the same geographic area. Your price should also include the amount you will pay in federal, state, and local taxes and the cost of any fringe benefits like life or health insurance. You may want to check with a tax professional about self-employment taxes

and quarterly tax payments before you propose a contract price.

### **How do I prepare my application?**

You will be receiving, if you haven't already, a "Notice of Contracting Opportunity and Application for Navy Contract Position" which we refer to as a Requirements Package or RP. The RP contains all of the information you will need to submit a complete package. It includes a description of the position to be filled including hours, benefits, and a statement of work describing the duties you are expected to perform. This is followed by a checklist of what needs to be submitted, a list of the minimum qualifications for the position, and an explanation of how the qualified applicants will be ranked. There is also some important information about Central Contractor Registration (CCR) and an explanation of some of the items you will need to apply for CCR.

There are usually three attachments to the RP: (1) Application for Navy Contract Positions, (2) List of Acceptable Documents for U.S. Employment Eligibility, and (3) Pricing Sheet. The application includes, among other things, questions regarding past experience, education, and licensure and must be completed as part of your submission. Proof of employment eligibility (a copy of applicable documents showing employment eligibility) must be included with your offer. The pricing sheet must be completed to include a price for each of the performance periods. To make sure you submit all of the information needed to have a complete proposal, review the checklist in the RP. You are responsible for providing all information required to demonstrate the acceptability of your proposal. Please don't forget to include 2 copies of each item listed.

**IMPORTANT:** You must submit a complete package to be received by the Naval Medical Logistics Command, including any required letters of recommendation, no later than the date and time offers are due (this information is under Important Information on the first page of the RP). If your package is late, it will not even be opened until after award is made. Also, if your package is incomplete award may be made without discussions which means you may not have an opportunity to complete the package and you may be ineligible for award.

### **What other information should I know to help me propose a price?**

When trying to figure out what price to propose, keep in mind that you will need to cover the cost of the General Liability and Automobile Liability Insurance which are required before an individual can begin work:

General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. This is personal liability and can usually be added to an existing homeowners' or renters' insurance policy. If you are unable to find an insurance company who can quote you a price on general liability insurance, please call the Contract Specialist whose name and phone number are on the last page of the RP.

Automobile Liability - Auto liability insurance written on the comprehensive form of

policy. Provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

In addition, you will be required to have a physical at your expense within 60 days of contract start. Another consideration is relocation expenses. Although the Navy does not pay these expenses as a separate item, you may include the cost of relocation in your pricing proposal.

The pricing sheet may show an average hourly price that the Government has come up with to help guide you or you may be able to get an average figure by calling the Contract Specialist. This figure takes into account the wages being paid in the area that you are applying, including the insurance, physical and taxes mentioned above. Since this is a “Firm Fixed Price” contract, the prices in the contract at time of award are NOT negotiable at a later date. It is reasonable, then, to include in your offer a reasonable inflation factor from year to year. For instance, if the pricing sheet lists an average price for the services you are to perform of \$10.00 per hour for 1998, it would be reasonable to increase that figure to \$10.30 (3% annual increase) for the base year if the contract you were applying for did not start until 1999. Each subsequent year hourly rate could then be increased as well. Low price does not necessarily get the contract award. The Navy’s objective is to get quality health care services at a reasonable price.

#### **Do I need to submit a resume or curriculum vitae?**

No. If you would like to submit this as part of your application you may, **however**, please do not assume this will take the place of the application form included in the RP. The application must be filled out as part of your complete submission.

#### **When is my application due?**

The date and time your application is due is stated under “I. IMPORTANT INFORMATION” on the first page of the application package. It is very important that your package is received by that date and time. Any applications received after the date and time specified in the package will be determined late and may not be considered. Absent any special circumstances (for example, Government mishandling), you alone are responsible for getting your offer to the contracting office on time.

#### **When will I be called for an interview?**

The Government does not routinely conduct interviews prior to awarding contracts to individuals. Interviews are generally subjective and we want to keep the process as objective as possible to be fair. You will probably NOT be interviewed.

#### **If there are no interviews, how does the Government make a decision about who to award a contract?**

The RP lists specific elements that will be used in making this decision. All of the proposals received are evaluated first to determine if the applicants meet the minimum qualifications. Then, the qualified applicants are evaluated again and ranked, according to the criteria stated in the RP. After all of the applications are reviewed, the Contracting Officer, the only individual who is authorized to sign or change a contract, will do one of three things: (1) Enter into negotiations with the highest ranked applicant. If a reasonable price cannot be negotiated, the Contracting Officer terminates negotiations with the highest ranked candidate and then enters into negotiations with the next highest; (2) Enter into negotiations with all qualified applicants; or (3) Award a contract to the highest ranked, qualified applicant whose price is fair and reasonable. Note that award may be made without discussions so there may be no opportunity to revise a proposal. Also, low price will not necessarily get the award. The Government's objective is to get quality health care services at a reasonable price.

### **How long will it be before I hear if I have won the contract or not?**

The award process from receipt of proposals to contract award averages about 60 days.

### **What is the Central Contractor Registration (CCR) all about?**

CCR allows Federal Government contractors to provide basic business information, capabilities, and financial information one time to the Government. DoD is using the CCR to comply with the Debt Collection Improvement Act of 1996, which requires Federal agencies to have the Taxpayer Identification Number of every contractor and to pay every contractor through electronic funds transfer. Having the necessary contractor information centrally available through the CCR where it can be accessed by both contracting and payment offices will greatly enhance DoD's ability to comply with the law. In addition, the contracting office as part of its contract reporting system requires the Dun & Bradstreet numbers and Contractor and Government Entity Codes required as part of the registration.

All prospective contractors must be registered in the CCR database prior to award of a contract. This database is the primary DoD repository for contractor information required for the conduct of business with the DoD. By submission of an offer, you acknowledge the requirement to be registered in the CCR database prior to award. Lack of registration will make you ineligible for award. You may register in the CCR through the World Wide Web at <http://www.ccr.gov> or <http://www.ccr.dlis.dla.mil>. If you do not have Internet access, a paper registration form may be obtained by contacting your Contract Specialist or Contracting Officer at the Naval Medical Logistics Command (NMLC). This form, once completed, shall be mailed to one of the following Registration Assistance Centers:

For names beginning with the letter A-K or a number:

CCR Registration Assistance Center  
1000 South Loop 256, Suite 11  
Palestine, TX 75801  
FAX (904)729-7988

For names beginning with the letters L-Z:  
CCR Registration Assistance Center  
1450 Scalp Avenue  
Johnstown, PA 15904  
FAX(814)262-2326

NOTE: You will need to obtain a DUNS (Data Universal Numbering System) number prior to registering in the CCR database. This DUNS number is a unique, nine-character company identification number. Even though you are an individual, not a company, you must obtain this number. You may do so by calling Dun and Bradstreet at 1-800-333-0505. The CCR also requires several other codes as follows:

CAGE Code: A Commercial and Government Entity (CAGE) code is a five-character vendor ID number used extensively within the DoD. If you do not have this code and you are a U.S. vendor, one will be assigned automatically after you complete and submit the CCR form. If you are a foreign vendor, you should fill out Form AC135 online at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

US Federal TIN: A Taxpayer ID Number or TIN is the same as your Social Security Number.

NAICS Code: A North American Industry Classification System (NAICS) code is a numbering system that identifies the type of products and/or services you provide. The NAICS can be obtained by calling your Contract Specialist or Contracting Officer at NMLC.

If you encounter difficulties registering in the CCR, contact the CCR Registration Assistance Centers at 1-888-227-2423 or call your Contract Specialist or Contracting Officer at NMLC. Normally, registration completed via the Internet is accomplished within 48 hours. Registration of an applicant submitting an application through the mail or via facsimile may take up to 30 days. Therefore you are encouraged to apply for registration immediately upon receipt of the RP.

### **Why is the contract only written in one year periods?**

Personal services contracts, which can be no longer than 5 years in duration, are written in one year or less increments called performance periods or option periods. The Government may or may not "exercise" their option to continue services under a given contract for another one year (or less) performance period. These performance periods or option periods usually correspond to the Government's fiscal year - October 1 through September 30 and are always pre-priced. Personal services contracts must be written in this manner because these contracts are paid with "one-year" funding. The funding provided by Congress for these contracts must be spent in the same year in which it is appropriated. For example, if funding is appropriated for a contract at the beginning of Fiscal Year 1999, this funding must be used on the contract no later than the end of the same fiscal year or September 30, 1999.

## **What is an option?**

An "option" written in a contract gives the Government the right to purchase additional services called for by the contract and thereby extend the term of the contract if the Government so desires. All of the terms and conditions of performance are spelled out in an option ahead of time - place of performance, period of performance, price. All the Government has to do if they decide to exercise the option is notify the contractor in advance of its intent and then modify the contract unilaterally (only the Government Contracting Officer's signature is required) to show that the option has in fact been exercised.



### **What is a modification?**

A modification is any change to a contract and is issued by the Contracting Officer on a document called a Standard Form 30. A modification may be either unilateral (only the Contracting Officer needs to sign it) or bilateral (both the Contractor and the Contracting Officer need to sign it). Unilateral modifications are usually for administrative changes such as an address change or a correction of a clerical error. Unilateral modifications are also used to exercise option periods because the Government has a unilateral right to exercise the option. An example of a bilateral modification is a change in the duties to be performed. Both parties would have to agree to this type of change in writing before the modification was executed.

### **When will I know if my services will be needed for another year?**

No later than 60 days before the current period of performance expires, the Government will provide the contractor with a preliminary written notice of its intent to extend the contract and exercise the option. However, this preliminary notice does not commit the Government to an extension. The Government will exercise the option and thereby extend the contract via a contract modification at least seven (7) days before the expiration of the performance period. If you are approaching the end of a period of performance and you have not received the preliminary notice of intent to exercise an option, contact your Contract Specialist or Contracting Officer at the Naval Medical Logistics Command.

### **How will I be notified that my option has been exercised?**

Modifications exercising options under a contract will be completed at least seven (7) days before the expiration of the current performance period. These modifications are executed by the Contracting Officer at the Naval Medical Logistics Command. The modifications need only be signed by the Government and are therefore considered unilateral modifications.

### **Can I re-price the contract each year?**

The price of the option is negotiated prior to contract award and will not be re-negotiated upon the exercise of each subsequent option period. If you would like an annual increase in your contract price, you must include this in your proposed price before award of the contract.

### **What does it mean that "funds are not presently available for this contract"?**

Options are exercised each year before the end of the fiscal year and the beginning of the new fiscal year (7 days before as described above). At that time, Congress usually has not approved the budget for the new fiscal year. Therefore, options are exercised contingent on the passing of the budget and contingent upon the availability of funds once the budget is passed. This prevents the disruption of services. The contract modification exercising the option will contain a statement that funds are presently not available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds and no legal liability

on the part of the Government for any payment may arise until funds are made available to the Contracting Officer. After the budget is passed and funds are available, the Contracting Officer will execute another modification to the contract stating that funds are now available. In the past, our experience has been that payment for services is not interrupted from the end of one period of performance to the beginning of another (the new option period). Usually, either (a) the budget is passed and funds are made available before payment for the first invoice under the newly exercised option period is due or (b) Congress passes a continuing resolution (an interim, short-term budget) allowing continuation of Government operations, and thus payment of contracts, until the annual budget is passed.

### **Am I guaranteed that each option period under my contract will be exercised?**

No, you are not guaranteed that each option period will be exercised. However, when the Navy enters into a contract we anticipate that we will exercise the options for each performance period as long as the following conditions are present:

1. There is still a need for the service.
2. Funds will be available for the service.
3. The services have been performed by the contractor at an acceptable level.

### **What is a deobligation modification?**

At the end of a performance period, you may receive a modification deobligating excess funds from your contract. If there are funds on the contract which are not due you in the form of payment either due to leave without pay that you have taken throughout the year or a change in the start date of performance, these extra funds will be removed so they can be spent elsewhere. A modification will be sent to you for your review and signature.

### **What (Who) is a Technical Liaison?**

The Technical Liaison (TL) is the “on-site” person to whom you would go if you have questions about your contract. The name of your TL is provided at time of contract award in Section E.2. of the contract. The TL should be able to answer many of your questions but does not have the authority to change any of the contract terms or requirements---only the Contracting Officer can do this by issuing a modification to your contract. If a change is needed and approved by the requiring activity, the TL will send a request to the Contracting Officer who will review the request and, if acceptable, issue a modification to the contract. The TL may also refer you directly to the Contracting Officer or Contract Specialist if they cannot answer your question. The name and phone number for the Contract Specialist in charge of your contract will be in Section G.2. of the contract.

### **What (who) is a Contracting Officer's Representative (COR)?**

Some contracts may have a Contracting Officer's Representative or COR named in the contract

as the on-site person to whom you would go if you have questions about your contract. Many of the duties of the COR and the Technical Liaison are the same, however, a contract for which a COR has been appointed will typically include a Contract Administration Plan. The Contract

Administration Plan is an outline of performance standards and how these standards will be monitored by the COR.

### **How will I get paid for my services under a contract?**

After you have worked for a two week period (and every two week period thereafter) you may submit an invoice for payment of the services you have performed. An invoice is your bill or written request for payment under the contract for services performed. Your contract contains invoicing instructions in Section F including the address where invoices are to be submitted. The following steps are to be taken to be paid under this contract:

1. Complete an invoice with the following:

your name and address  
invoice date  
contract number  
description, quantity, unit price, and extended price of services performed  
payment terms such as payment discounts  
name and address of whom payment is to be sent  
name, phone number, and address of person to be notified in event of a defective invoice  
any other information or documentation required by your contract

Ask your Technical Liaison if there is an existing invoice format that he or she would like you to use to expedite the process.

2. Have your invoice signed by a "certifying official". The certifying official will be someone who will verify that the invoice is accurate and complete. Ask your Technical Liaison who the certifying official will be and who will sign your invoice if the certifying official is on leave.

3. Send your "certified" invoice to the address specified in the invoicing instructions in Section F of the contract.

Payments under your contract are not made by the Naval Medical Logistics Command but by a Government payment office called the Defense Finance and Accounting Service (DFAS) Center.

When your invoice is received at the address specified in Section F, it will be forwarded to the DFAS, for payment. The Government makes invoice payments in accordance with the clause incorporated in your contract entitled "Prompt Payment". In accordance with this clause, the due date for payment will be the later of the following two events:

(a) the 30th day after receipt of a proper invoice from the contractor, or

(b) the 30th day after Government acceptance of the services performed by the contractor. Acceptance takes place when the certifying official signs the invoice.

If DFAS is late paying your invoice, they will automatically calculate and include interest in accordance with the Prompt Payment clause.

After January 1, 1999, DFAS will make all payments via EFT. EFT is the electronic transfer of funds between organizations - in this case between DFAS (the payment office) and your bank account. Every new contract awarded contains the clause entitled Mandatory Information for Electronic Funds Transfer Payment. This clause requires you to provide the Government with the information required to make payment by EFT. Prior to submission of the first request for payment under your contract, you must provide the following information required to make payment by EFT directly to the payment office:

Your contract number

Your name and address

Your account number and type of account at your financial agent

Your signature and telephone number

Name, address and routing number of your financial agent

If you have already registered with the Central Contractor Registration (CCR), you do not need to submit this information directly to the payment office. They will query the CCR database to obtain the information necessary to begin your EFT.

You are responsible for notifying the payment office of any changes in your EFT information. It may take up to 60 days for the electronic funds transfer to be established between the payment office and your financial institution. After receipt of your financial data, the payment office must verify with your financial institution that an account in your name does in fact exist and that the account number and routing number is correct before the first transfer of funds takes place. Until the electronic funds transfer is established, you will receive checks in the mail for your payments.

It is important that you review the Mandatory Information for Electronic Funds Transfer Payment clause in your contract. This clause is incorporated in full text. This clause contains other important information regarding suspension of payments for incorrect EFT information, effective date of changes in EFT information, liability for uncompleted or erroneous transfers, and interest penalties and EFT.

When you receive your payment via electronic funds transfer you will not receive a pay stub or any other payment document in the mail. You must check with your financial institution to see when payment has been received and in what amount.

**When can I expect my first paycheck and will I be paid regularly every two weeks since I submit my invoices every two weeks?**

It will generally take about a month and a half to receive your first payment under a new contract. After that, you should be paid fairly regularly but you cannot depend on receiving your payments consistently every two weeks. Sometimes your pay will fluctuate. Though the payment office generally pays your invoice after 30 days, occasionally they will pay an invoice early (for example on the 15<sup>th</sup> day after receipt). If the payment office pays one of your invoices early (for example on the 15<sup>th</sup> day after receipt) and then pays your next invoice on the 30<sup>th</sup> day after receipt, you may experience a wider gap between payments than usual. It may cause you to feel that you are being paid late, but technically according to the Prompt Payment clause you are not.

### **What should I do if I think I should have been paid by a certain date and I have not been?**

Even though your contract is with the Naval Medical Logistics Command, personnel at this command generally will not know the status of your payments after you have submitted an invoice for a specific two week period. Therefore, you must follow these steps to find out the status of your payment:

1. Verify that your invoice has been received by the certifying official.
2. Verify that your invoice has been signed by the certifying official.
3. Verify that your invoice has been received at the address specified in the invoicing instructions in Section F of your contract.
4. Verify that your invoice was forwarded to the payment office (DFAS) in San Diego.
5. Verify that your invoice was received at the payment office by calling their customer service number at 1-800-731-8096.
6. Ask the payment office what date they expect to send your electronic funds transfer if they have received your invoice.

The certifying official is responsible for reviewing your invoice and either signing it or notifying you of any errors in a timely manner. Likewise, personnel at the address specified in the invoicing instructions in Section F of your contract also have a responsibility for reviewing your invoice and forwarding it to the payment office in a timely manner. If you believe your invoice has experienced unnecessary delays during this part of the process, contact the Contract Specialist or Contracting Officer.

### **Is there any way I can get paid earlier than the 30 days specified in the Prompt Payment clause?**

Yes, there is a clause in your contract entitled Discounts for Prompt Payment which allows you to offer the Government a discount, at your discretion, for payment of an invoice earlier than 30 days after receipt. For example, you may state on your invoice that if the Government pays you within 15 days of the date of your invoice, you will accept a 1% reduction in the invoiced amount. The payment office gives invoices offering discounts priority handling and will, in most cases, process and pay your invoice in accordance with the terms you have requested.

### **Will I receive a W2 at the end of the calendar year for tax preparation purposes?**

No, you will not receive a W2 form, however, you will receive an annual earnings statement from the payment office at the end of the calendar year (December 31) for tax preparation purposes. Call the Defense Finance and Accounting Service Center at 1-800-731-8096 if you have not received this form in January.

**Do I need to notify anyone if I move?**

Yes. Even if you have electronic funds transfer, your invoice will be compared to the original contract and if the address is different, the paying office may not release the funds. In addition, the Contracting Officer needs to have a current address on file in order to mail you any necessary modifications (exercise options, etc.). You will also need to provide your TL with your new address.

**Do I have to keep working on this contract for the full five year period? What if I have to leave my position because of family considerations before the contract period ends?**

The contract contains a clause entitled Termination (Personal Services) which allows you to terminate the contract (with the written consent of the Contracting Officer) by giving at least 15 days' written notice to the Contracting Officer. The Government can also terminate the contract under this clause by giving you 15 days' notice. A termination under the authority of this clause is generally termed a "termination for convenience". The Government may terminate for convenience for any reason under a personal services contract (as long as the reason is not arbitrary or capricious), but generally will only terminate under the authority of this clause if one of the following conditions exists:

1. a cutback in funds necessitates downsizing contractor personnel
2. a decrease in patient population necessitates downsizing contractor personnel

Note: the above examples of situations leading to a termination are merely illustrative and are not exclusive reasons to terminate. Other situations may develop which necessitate a termination.

The termination for convenience of a contract by the Government will not be held against you. Your past performance record will not reflect the termination and will not hinder you from winning future contracts with the Government.

The Government can also terminate a contract for default under the authority of the clause entitled Default (Fixed-Price Supply and Service). Your contract may be terminated for default if you fail to satisfactorily perform your duties as outlined in the contract. Unlike a termination for convenience, a termination for default will reflect poorly on your past performance and may make it difficult or impossible for you to win subsequent contracts with the Government.

A termination of a contract will be executed via a contract modification. Generally, a termination for convenience will be signed by both parties, you and the Government. A termination for default only needs to be signed by the Government. The contract modification may also deobligate funds which were not expended on the contract since the contract term ended early. This is called a deobligation of excess funds. Termination of a contract does not entitle you to unemployment compensation.

**What should I do if I think I am being required to perform duties that are not in my contract?**

The duties you will be expected to perform are outlined in Section C, or Statement of Work, of the contract. The duties differ depending on the type of services you are providing so they will not be reiterated here. Refer to your contract for specific details. If, in the performance of your contract, you are asked to perform duties which you believe are not contained in your contract, first meet with your supervisor to try to resolve the issue. If resolution cannot be reached to your satisfaction, then contact the Contract Specialist or Contracting Officer at the Naval Medical Logistics Command.

**How will my performance on a contract be measured?**

You will have a Navy supervisor, either military or civil service, who will review your performance at least once every year. The contract requires your performance to be at the same level (or higher) with respect to quality and productivity as other health care workers doing the same job at the same facility.

## INDEX

Address Changes .....	13
Application Information	
Due Date .....	5
Preparation .....	4
Price .....	3, 4
Award Notification .....	6
Benefits .....	3
Central Contractor Registration (CCR).....	6
Contract Information	
Contract duration.....	3, 13
Modifications .....	8, 9
Options .....	7, 8, 9
Price .....	8
Duties .....	14
Contracting Officer's Representative (COR).....	9
Performance Evaluation.....	14
Individual Set-aside (ISA) General Information.....	2
Interviews .....	5
Payment Information .....	10, 11, 12
Personal Services .....	2
Resumes .....	5
Technical Liaison .....	9